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the state from which the water is taken may be threatened. To prevent any such emergency the state of New Jersey, near whose boundary lines are located two of our largest cities, has enacted a law making it unlawful for any one to transport through pipes, conduits, etc., the water of any fresh water lake, pond, or stream into any other state. The constitutionality of this statute was upheld by the New Jersey Court of Errors and Appeals in *McCarter v. Hudson County Water Company*, 65 Atlantic Reporter, 489.

Transporting Children to School as Providing "School Facilities."

—A statute, requiring school boards "to provide suitable school facilities and accommodations," does not require school boards to provide for the transportation of children living remote from the school-house, according to the decisions of the New Jersey Court of Errors and Appeals in *Board of Education of Frelinghuysen Tp. v. Atwood*, 65 Atlantic Reporter, 999.

Liability of Team Owner for Collision with Street Car.—If a driver of a wagon permits a boy to handle the lines while the driver is in the discharge of the business of the owner of the wagon, and a collision with a street car is occasioned by the boy's negligence, and a passenger on the car is injured in the accident, the owner of the wagon is liable for the boy's negligence, according to the decision of the New York Supreme Court in *Bamberg v. International Ry. Co.*, 103 New York Supplement, 297. The court distinguished the case at bar from cases in which it has been held that no liability attached, on the ground that in such cases the third person actually driving was not engaged in the owner's business at the time of the accident.

Admissibility of Carbon Copy as Original Evidence.—The Supreme Court of Pennsylvania, in *Cole v. Elwood Power Co.*, 65 Atlantic Reporter, 678, holds that where an original paper and a carbon copy are made on a typewriter at the same time, signed by the same officers, executed in the same manner, and in every respect duplicates, both may be considered as originals, and either is admissible in evidence without notice to produce the other. The same conclusion was arrived at in Virginia. *Carolina Clem Co. v. Knight*. June No. p. 123.

Alien's Right to Hold Property.—The Washington Supreme Court, in *Abrams v. State*, 88 Pacific Reporter, 327, construes the provisions of the state Constitution, which prohibits the ownership of land by aliens, except where acquired by inheritance, under mortgage in good faith, or in the ordinary course of justice in the collection of debts, and provides in general that conveyances to aliens shall be void. Under this provision the state may, where lands are conveyed to an alien, have the same declared escheated; but if the state fails to do

this, prior to the alien's death, the right is lost, and the property descends to the heirs of the alien.

Carrier's Liability for Communication of Contagious Disease.—In *M., K. & T. R. Co. v. Raney*, 99 Southwestern Reporter, 589, the Texas Court of Civil Appeals decides that a railroad company is liable to a passenger for damages resulting from the wife of the passenger contracting small-pox from him after he had contracted it from the ticket agent of whom he purchased his ticket. The court is of the opinion that the knowledge of the ticket agent that he had the small-pox at the time he sold the ticket constituted knowledge on the part of the railroad company, thus declining to follow the ruling in *Long v. Railway* (Kansas) 28 Pacific Reporter, 977, 15 L. R. A. 319, 13 Am. St. Rep. 291.

"Parties."—Where an action is brought against a railroad company alone for an alleged violation of the interstate commerce act, the corporation's officers and agents are not, according to the United States Circuit Court of Appeals for the Third Circuit, in *Cassatt v. Mitchell Coal & Coke Co.*, 150 Federal Reporter, 32, "parties," within the federal statute (Rev. Stat. § 724 [U. S. Comp. Stat. 1901, p. 583]) authorizing federal courts on notice to require parties to produce books or writings in their possession or power which contain evidence pertinent to the issues. As supporting authorities are cited *Rose v. King*, 5 Serg. & R. 241, and *Ridgely v. Richards*, 130 Federal Reporter, 387.

Picketing.—The United States Circuit Court for the Eastern District of Wisconsin, in *Allis-Chalmers Co. v. Iron Moulders' Union* No. 125, upholds the right of union laborers out on a strike to maintain "peaceable picketing" about the works of their employer. But the court remarks that "peaceable picketing" is very much of an illusion. The action of pickets established by strikers may amount to coercion and intimidation of workmen of an employer, though no act is done which would be unlawful if done by a single individual, where the mere number of pickets acting together and their persistent following of the workmen to and from their work day after day for months is in itself a constant threat producing fear and alarm among the workmen.

Specific Performance of Contract of Adoption.—In *Chehak v. Battles*, 110 Northwestern Reporter, 330, the Supreme Court of Iowa decreed specific performance of a contract of adoption by which the party adopting the child agreed to bring the child up as would natural parents, and to give her all the rights of inheritance by law, such contract being, on the death of the party adopting, found to be unacknowledged, and hence invalid as an instrument of adoption.